

HYDEE FELDSTEIN SOTO, City Attorney (SBN 106866)
DENISE C. MILLS, Chief Deputy City Attorney (SBN 191992)
SCOTT MARCUS, Chief Assistant City Attorney (SBN 184980)
CORY M. BRENT, Senior Assistant City Attorney (SBN 115453)
CHRISTIAN R. BOJORQUEZ, Deputy City Attorney (SBN 192872)
200 N. Main Street, 6th Floor, City Hall East
Los Angeles, California 90012
Tel: (213) 978-7023; Fax: (213) 978-8785
Email: christian.bojorquez@lacity.org

Attorneys for Defendant CITY OF LOS ANGELES

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MARIBEL MURILLO, et al.

Plaintiffs,

V.

CITY OF LOS ANGELES, et al.

Defendants.

Case No. 2:22-cv-03188 DMG (SK)
Honorable Judge: Dolly M. Gee; Crtm 8C
Magistrate Judge: Steve Kim; Crtm 540

STIPULATED PROTECTIVE ORDER

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth
2 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective
3 Order does not entitle them to a file confidential information under seal; Civil Local
4 Rule 79-5 sets forth the procedures that must be followed and the standards that will
5 be applied when a party seeks permission from the court to file material under seal.
6

7 **B. GOOD CAUSE STATEMENT**

8 ***Defendants' Statement of Good Cause:***

9 Defendants contend the Force Investigation Division of the Los Angeles
10 Police Department and the Internal Affairs and/or Complaint Investigators conduct
11 internal administrative investigations of categorical officer-involved uses of force
12 and internal complaints and external citizen complaints of police misconduct. In
13 this above-captioned matter, the Force Investigation Division of the Los Angeles
14 Police Department conducted an internal administrative investigation into the
15 events of this underlying incident. FID has also collected involved Officers' Body
16 Camera Footage of what took place during the underlying incident. Such
17 information is obtained through the administrative investigation of this incident
18 and are maintained as confidential peace officer personnel records and utilized for
19 administrative issues for any involved Officers. Defendants contend that a
20 Protective Order is appropriate for the following Good Cause reasons:

21 Once completed, an FID report and/or Personnel Complaint Investigation is
22 prepared. Such reports are reviewed by appropriate command officers in the
23 Department and by the Board of Police Commissioners. This review has several
24 purposes: (1) to determine whether the involved officers violated any Department
25 policies or procedures; (2) to determine whether administrative discipline and/or
26 retraining of the involved officers is necessary; (3) to ascertain if police policies
27 and procedures in such areas as supervision, training, tactics, policies, etc.; should
28 be modified. In sum, FID reports and/or Personnel Complaint Investigations are

1 an essential aid to providing critical self-evaluation of Department officers and
2 policies and to determine the most effective way to serve the citizens of Los
3 Angeles.

4 Accordingly, to expedite the flow of information, to facilitate the prompt
5 resolution of disputes over confidentiality of discovery materials, to adequately
6 protect information the parties are entitled to keep confidential, to ensure that the
7 parties are permitted reasonable necessary uses of such material in preparation for
8 and in the conduct of trial, to address their handling at the end of the litigation, and
9 serve the ends of justice, a protective order for such information is justified in this
10 matter. It is the intent of the parties that information will not be designated as
11 confidential for tactical reasons and that nothing be so designated without a good
12 faith belief that it has been maintained in a confidential, non-public manner, and
13 there is good cause why it should not be part of the public record of this case.

14

15 2. DEFINITIONS

16 2.1 Action: *Maribel Murillo v. City of Los Angeles, et al*, 2:22-cv-03188
17 DMB (SK)

18 2.2 Challenging Party: a Party or Non-Party that challenges the
19 designation of information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
21 how it is generated, stored, or maintained) or tangible things that qualify for
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
23 the Good Cause Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
25 their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information
27 or items that it produces in disclosures or in responses to discovery as
28 “CONFIDENTIAL.”

1 2.6 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced
4 or generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association,
12 or other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a
14 party to this Action but are retained to represent or advise a party to this Action and
15 have appeared in this Action on behalf of that party or are affiliated with a law firm
16 which has appeared on behalf of that party, including support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.” Pursuant to several meet and confers, in lieu of
28 seeking Court Intervention, Defendants have agreed to Provide the Following

1 Documents as "CONFIDENTIAL" materials:

2 A) Force Investigation Division Documents Re: the underlying
3 abovementioned lawsuit, as follows, except for any documents
4 contained in the FID Report which, on their own, are not confidential
5 documents, e.g. the arrest report, the 51.7 form, among others:
6 a. Force Investigation Division Investigation Records;
7 b. Any and all documents, interviews, Officer Statements and/or
8 writings created during such Investigation, which include, but are not
9 limited to, the following:

10 Force Investigation Division Records

- 11 - Interviews;
12 - All Bodycam Footage of Involved Officers;
13 - Officer Statements, whether written or recorded;
14 - Legend w/diagram;
15 - Pictures - Which coincide with an Officer(s) compelled
16 statement which were intended to reflect the Officer's stated
17 or perception of events;
18 - Investigative Internal Narrative Memoranda;

19 This list is not exclusive, and also includes other materials later agreed-upon
20 and/or ordered by the Court to be designated as Protected Material under this
21 Protective Order. The inclusion of this list does not constitute an agreement by
22 Plaintiffs that the CONFIDENTIAL designation is in fact appropriate for any of the
23 aforementioned materials. Plaintiffs reserve all rights to challenge these and any
24 other designations pursuant to the procedures set forth below in section 6 *et seq.*

25 It must be noted that Defendants are producing the FID Investigation
26 materials based upon the agreement of Counsel to enter into this Stipulation for
27 Protective Order and are relying upon the good faith negotiations that have taken
28 place this far in this litigation.

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3
4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or
8 compilations of Protected Material; and (3) any testimony, conversations, or
9 presentations by Parties or their Counsel that might reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the
11 trial judge. This Order does not govern the use of Protected Material at trial.

12
13 4. DURATION

14 The terms of this protective order do not extend to the presentation of
15 evidence at trial. Any protection sought for documents that are presented at trial
16 shall be governed by order of the Judge presiding over the trial. Should any
17 Protected Material become part of the public record at trial or otherwise (such as a
18 where the Court denies the request to file under seal), this Protective Order shall
19 no longer apply to the portions which became part of the public record at trial with
20 the exception that any such material must still be returned in compliance with
21 Section 13: Final Disposition.

22 Should any portion of the Protected Material remain confidential until trial,
23 during any portion of the trial of this action which could entail the discussion or
24 disclosure of Confidential Information, that Designating Party may request the
25 opportunity to show compelling reasons to the Court as to why access to the
26 courtroom should be limited to parties, their counsel and other designated
27 representative, experts or consultants who agreed to be bound by this
28

1 stipulation/protective order, and court personnel. *See Kamakana v. City and*
2 *County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good
3 cause” showing for sealing documents produced in discovery from “compelling
4 reasons” standard when merits-related documents are part of court record).

5 For all portions of the Protected Material after final disposition of the Trial,
6 the confidentiality obligations by this Order shall remain in full effect. Final
7 disposition shall be deemed to be the later of (1) dismissal of all claims and
8 defenses in this Action, with or without prejudice; (2) In any event wherein all
9 remaining claims in this matter are remanded to State Court or severed from the
10 Federal matter and returned to State Court; and/or (3) final judgment herein after
11 the completion and exhaustion of all appeals, re-hearings, remands, trials, or
12 reviews of this Action, including the time limits for filing any motions or
13 applications for extension of time pursuant to applicable law.

14

15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
17 Each Party or Non-Party that designates information or items for protection under
18 this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents,
22 items, or communications for which protection is not warranted are not swept
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose the Designating
28 Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party Shall initiate the dispute resolution process under Civil Local Rule 37-1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it

1 is entitled under the Producing Party's designation until the Court rules on the
2 challenge.

3

4 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

5 7.1 **Basic Principles.** A Receiving Party may use Protected Material that
6 is disclosed or produced by another Party or by a Non-Party in connection with
7 this Action only for prosecuting, defending, or attempting to settle this Action.
8 Such Protected Material may be disclosed only to the categories of persons and
9 under the conditions described in this Order. When the Action has been
10 terminated, a Receiving Party must comply with the provisions of Section 13 below
11 (FINAL DISPOSITION).

12 In the event only certain claims are severed and remanded to State Court,
13 refiled in State Court or claims severed and remanded to State Court, then the Parties
14 shall meet and confer pursuant to Local Rule 37-1 regarding the disposition of all
15 materials produced pursuant to this Protective Order. In the event that the parties
16 are unable to reach an informal agreement, the Parties shall file an appropriate
17 motion with the Court utilizing the joint stipulation procedures set forth in Local
18 Rule 37-2.

19 In the event this entire matter is remanded to State Court or dismissed and
20 refiled in State Court then all materials, including the FID Investigation as well as
21 any other Court Ordered Documents provided pursuant to this Protective Order and
22 all copies thereof shall be returned to the Offices of the Los Angeles City Attorney's
23 Office, 6th Floor, City Hall East, Los Angeles, California 90012 for
24 destruction/shredding. All Confidential documentation provided to any person or
25 party, pursuant to any provision hereof, also shall be returned to the City Attorney's
26 Office. Protected Material must be stored and maintained by a Receiving Party at
27 a location and in a secure manner that ensures that access is limited to the
28 persons authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the Court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in
21 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
22 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
23 they will not be permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
25 agreed by the Designating Party or ordered by the Court. Pages of transcribed
26 deposition testimony or exhibits to depositions that reveal Protected Material may
27 be separately bound by the court reporter and may not be disclosed to anyone except
28 as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material, and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

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1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party's confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party's
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality agreement
14 with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this Court within
21 14 days of receiving the notice and accompanying information, the Receiving Party
22 may produce the Non-Party's confidential information responsive to the discovery
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
24 not produce any information in its possession or control that is subject to the
25 confidentiality agreement with the Non-Party before a determination by the Court.
26 Absent a court order to the contrary, the Non-Party shall bear the burden and
27 expense of seeking protection in this Court of its Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
7 or persons to whom unauthorized disclosures were made of all the terms of this
8 Order, and (d) request such person or persons to execute the “Acknowledgment and
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10
11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
12 PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other protection,
15 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
17 procedure may be established in an e-discovery order that provides for production
18 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
19 (e), insofar as the parties reach an agreement on the effect of disclosure of a
20 communication or information covered by the attorney-client privilege or work
21 product protection, the parties may incorporate their agreement in the stipulated
22 protective order submitted to the Court.

23
24 12. MISCELLANEOUS

25 12.1 Right to Relief. Nothing in this Order abridges the right of any person
26 to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this
28 Protective Order, no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material
6 may only be filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file Protected Material
8 under seal is denied by the court, then the Receiving Party may file the information
9 in the public record unless otherwise instructed by the court.

10

11 13. FINAL DISPOSITION

12 After the final disposition of this Action, as defined in Section 4
13 (DURATION), within 60 days of a written request by the Designating Party, each
14 Receiving Party must return all Protected Material to the Producing Party or destroy
15 such material. As used in this subdivision, "all Protected Material" includes all
16 copies, abstracts, compilations, summaries, and any other format reproducing or
17 capturing any of the Protected Material. Whether the Protected Material is returned
18 or destroyed, the Receiving Party must submit a written certification to the
19 Producing Party (and, if not the same person or entity, to the Designating Party) by
20 the 60 day deadline that (1) identifies (by category, where appropriate) all the
21 Protected Material that was returned or destroyed; and (2) affirms that the Receiving
22 Party has not retained any copies, abstracts, compilations, summaries, or any other
23 format reproducing or capturing any of the Protected Material. Notwithstanding this
24 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
25 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
26 deposition and trial exhibits, expert reports, attorney work product, and consultant
27 and expert work product, even if such materials contain Protected Material. Any
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1 such archival copies that contain or constitute Protected Material remain subject to
2 this Protective Order as set forth in Section 4 (DURATION).

3 14. Any violation of this Order may be punished by any and all appropriate
4 measures including, without limitation, contempt proceedings and/or
5 monetary sanctions.

6
7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8
9 Dated: June 6, 2023

LAW OFFICE OF DALE K. GALIPO

10 By: /S/ Marcel Sincich
11 DALE K. GALIPO, ESQ.
12 MARCEL SINCICH, ESQ.
Attorneys for Plaintiffs MARIBEL MURILLO

13
14 Dated: June 6, 2023

HYDEE FELDSTEIN SOTO, City Attorney

15 By: /S/ Christian R. Bojorquez
16 CHRISTIAN R. BOJORQUEZ, DCA
17 *Attorneys for Defendant CITY OF LOS ANGELES*

18
19 Dated: June 6, 2023

ORBACH HUFF + HENDERSON LLP

20 By: /S/ Kevin E. Gilbert
21 KEVIN E. GILBERT, ESQ.
22 CAROLYN M. AGUILAR, ESQ.
Attorneys for Defendants JESUS MARTINEZ and
23 *KYLE GRIFFIN*

24
25 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

26 DATED: June 9, 2023


27 HONORABLE STEVE KIM
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Maribel Murillo v. City of Los Angeles, et al*, 2:22-cv-03188 DMB (SK). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: